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#### Contract Database Metadata Elements

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**CONTRACT BETWEEN**  
**BOARD OF PUBLIC UTILITIES**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 106**

**JANUARY 1, 2005 - DECEMBER 31, 2009**

RECEIVED 6/20/05

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This is an Agreement made and entered into this first day of January 2005, by and between:  
City of Jamestown Board of Public Utilities, Jamestown, New York, hereinafter referred to as the  
"Employer".

and

Local 106 of the International Brotherhood of Electrical Workers, hereinafter referred to as  
the "Union".

This Agreement shall be binding upon and inure to the benefit of the parties, their successors  
or assigns.

## ARTICLE I

### PURPOSE AND INTENT

**Section 1:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**Section 2: NO STRIKE CLAUSE** Pursuant to the intent and purpose of this Agreement to promote cooperation and harmonious working relations between the parties, and in recognition of the prohibitions contained in the Public Employees Fair Employment Act, the Union affirms that it does not assert the right to strike against the Employer, to assist to participate any such strike, or to impose any obligation on any member to conduct, or assist or participate in any such strike.

## ARTICLE II

### RECOGNITION

**Section 1:** Pursuant to a Voluntary Recognition Resolution passed by City Council on April 27, 1987, relative to the New York Public Employment Relations Board Case no. C-3197, the department recognizes that the International Brotherhood of Electrical Workers, Local No. 106, represents a majority of the employees in the following defined bargaining unit and hereby recognizes International Brotherhood of Electrical Workers, Local No. 106, as the negotiating agent for full-time employees of the Board of Public Utilities, Waste Water Division, who were in the job titles of Mechanical Maintenance Tech., Operator/Mech. Maint. Tech., Operator, Semi-Skilled Laborer, Electrician, and Laborer, by agreement between the Employer and the International Brotherhood of Electrical Workers, Local No. 106, and all other employees of the Division, all part-time, seasonal, irregular, and other employees as well as those employees in a job title listed who may, depending on their duties, be determined by the Public Employment Relations Board to be managerial or confidential employees under the Taylor Law. The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these titles will continue to be utilized by the Board of Public Utilities.

**Section 2:**

(a) Upon employment, the employee shall be informed by the Employer that Local Union 106, International Brotherhood of Electrical Workers represents the majority of employees at the Wastewater Treatment Plant

(b) Employees hired after June 10, 1987, covered under the labor agreement shall upon completion of his or her probationary period, become a member of Local Union 106 I.B.E.W., or shall be assessed at the same rate as dues paying members. This payment represents the employee's contribution towards expenses of the bargaining agent in negotiations, contract administration and the like.

**Section 3: Checkoff of Union Dues**

(a) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the Pay of all employees who have executed such authorization for payroll deduction of Union dues.

(b) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

(c) Changes in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

(d) All Union dues deduction shall be remitted each month to the designated Financial Office of Local Union 106, International Brotherhood of Electrical Workers, together with a listing of names and amounts deducted.

(e) Any eligible employee who is not a union member will have deducted from his pay, each pay period, a fee equal to the amount of union dues.

**ARTICLE III**

**MANAGEMENT RIGHTS**

The Union recognizes the right of management in the exercise of the normal functions of management to manage its affairs and direct the working forces, which includes, but is not limited to, the hiring and transfer of employees, promotion and the determination of the qualifications of employees, the right to discipline, suspend, discharge, lay-off, determine whether and to what extent the work required in operation of equipment and systems and supplying services to the public shall be performed by employees covered by this Agreement and the requirement that employees observe reasonable rules and regulations.



## ARTICLE IV

### UNION REPRESENTATION

#### **Section 1: Steward**

(a) The Employer recognizes the right of the Union to appoint a steward at the Waste Water Treatment Plant. In the absence of said steward, a replacement may be named. The Union agrees to notify the employer in writing the name of said steward, as well as any changes thereof.

(b) The steward will be permitted a reasonable amount of time during working hours, without loss of time or pay, to investigate and present grievances to the Employer, subject to the approval of the department supervisor, such approval shall not be unreasonably withheld.

(c) The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

(d) The Employer agrees to permit representatives of the Union to enter the premises of the Employer for the purpose of assisting in the adjustment of grievances or for investigation of complaints that the contract is being breached, provided the Union representative notifies the Department Supervisor.

(e) Upon request, the Union Representative shall state the purpose of his visit; except in an emergency, arrangements shall be made in advance. Such visit shall not be permitted to interfere with, hamper, or obstruct normal operation.

## ARTICLE V

### GRIEVANCE PROCEDURE

**Section 1:** Either party shall have the right to be heard on any grievance pertaining to the interpretation or application of the Agreement. The steps in the grievance procedure, unless otherwise mutually agreed to, shall be:

Step One. In the event a grievance arises in a department, it shall be taken up within five (5) working days with immediate supervisor and the aggrieved employee. The supervisor shall give his verbal answer within three (3) working days.

Step Two. If the grievance is not settled in the above step after it has been reduced to writing, it shall in turn, be presented to the department head. The grievance must be reduced to writing within fourteen calendar days of the date the grievance arises. The department head and the Union's Representative shall attempt to resolve the matter through mutual cooperation.

Step Three. In the event that such dispute is not then satisfactorily resolved within five (5) working days, the matter may then be referred by either party to the Labor Relations Administrator or other designated representative of the General Manager. There shall be an answer in writing, no more than ten (10) working days after a meeting between the parties. If

a grievance is not reduced to writing or if a decision at any step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. It is not within the authority of any arbitrator to set aside such time limits.

Step Four. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection.

The parties shall within seven (7) work days of receipt of said list meet for the purpose of selecting the arbitrator by alternating striking one name from the list until one name remains.

All fees and expenses of the arbitrator shall be divided equally by the parties.

In making his report, the Arbitrator will be required to observe the terms of this Agreement and shall not have the power to change, amend, add to or take away from the terms of this Agreement.

If the Employer and the Union mutually agree, the Arbitrator may arbitrate more than one grievance.

**Section 2:** The Employer recognizes the right of an aggrieved employee to have a representative of the Union present during grievance hearings, during all steps.

## **ARTICLE VI**

### **DISCIPLINE AND DISCHARGE**

**Section 1:**

(a) The Employer agrees to promptly notify the steward and if possible, the Business Manager of the Union, or his designee, in the event disciplinary action is to be taken against an employee of the department. Upon notification, the Union may request the department head to arrange a meeting to discuss the pending discipline or discharge. If the department head is not available, the parties agree to meet and discuss the pending discipline or discharge.

(b) The only procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth in the following section, and shall apply in lieu of Section 75 and 76 of the Civil Service Law.

**Section 2:** The employee involved may be present at either party's request. The department head will render a decision within five (5) working days.

**Section 3:** If the decision is not satisfactory to the Union, the matter may be referred to Step Three of the grievance procedure within five (5) working days of the receipt of the department head's decision. If the employee is disciplined or discharged in Step Three of the

Grievance Procedure, the Board of Public Utilities shall give an answer in writing within five (5) working days.

**Section 4:** An employee found to be unjustly suspended or discharged shall be reinstated with seniority rights and back pay for any or all time lost if so awarded in any step of the grievance procedure.

## **ARTICLE VII**

### **SENIORITY**

**Section 1:** The Employer and the Union recognize the principle of seniority rights and have agreed that in the matter of layoffs and rehiring seniority shall prevail.

(a) Lay-offs: In the case of layoffs, part-time employees will be laid off before full-time employees. In the event it is necessary to further lay off employees, seniority shall prevail in accordance with the provisions of the Civil Service Law except that the Department may retain an employee irrespective of seniority who possesses training, or ability to perform a particular job, providing the department head and union representatives are mutually agreeable, and providing this employee is doing the kind of work he is trained for. If no mutual agreement is possible, a regular grievance procedure will be followed.

(b) Rehiring: In the event of layoffs, employees will be recalled by seniority.

(c) Seniority shall cease for any one of the following reasons:

- 1) Justifiable discharge
- 2) Voluntary quitting
- 3) Failure to report for work following lay-off or absence without cause within three (3) days after notice to return, by registered mail.
- 4) Lay-offs in excess of one (1) year
- 5) Absence due to illness or injury in excess of two (2) years

(d) Transfer: Application for transfer to other jobs within the Waste Water Treatment Plant shall be considered according to seniority and ability to perform the available work. There shall be no loss in seniority in the event of transfer.

(e) Whenever a job opening occurs and the job is within the scope of the Civil Service Law, then the normal procedure provided by the rules and regulations of the Civil Service Law shall prevail except that members of the bargaining unit will have priority over non-members.

**Section 2:**

(a) In the event of temporary job vacancies requiring work out of seniority, the decision to do so shall be made by management.

(b) Temporary job openings are jobs that may periodically develop because of illness, vacation, leave of absence or any other reason.

(c) Employees temporarily transferred to a higher paying classification will be paid at the first step in the higher classification or a rate one step above the current rate, whichever is higher. To qualify for a higher rate of pay, the work shall be continuous for a

period of one complete shift.

**Section 3:** Any employee will be expected to perform occasional jobs below his rated category at no decrease in rate.

**Section 4: Probationary Period:**

(a) All employees, will be regarded as probationary employees for the first ninety (90) days worked in the department. During period of probationary employment, an employee may be laid off or discharged as exclusively determined by the Employer.

(b) Temporary employees shall not have seniority status unless they are continued on the job for a period exceeding ninety (90) days worked whereupon they shall gain seniority rights retroactive to the first day of employment.

**Section 5: Seniority of Stewards:** Notwithstanding their position on the seniority list, Stewards shall in the event of a lay-off of any type, continue to work as long as there is a job in their department that they are able to perform and shall be recalled to work in the event of a lay-off on the first open job in their department, which they can perform.

**Section 6:**

(a) The Board of Public Utilities will provide a copy of the seniority list to the union annually.

(b) The Board of Public Utilities will provide the names and addresses of any new hires to the Union and their status within ten (10) days of their hire.

## **ARTICLE VIII**

### **HOURS OF WORK AND OVERTIME**

**Section 1: Work Schedule:** The normal hours of work will be eight (8) hours per day and forty (40) hours per week.

**Section 2: Overtime Pay:** Employees will be paid at the rate of time and one-half (1 1/2) for hours worked for any one of the following reasons:

(a) For all hours worked in excess of forty (40) hours in any one (1) week.

(b) No overtime shall be paid on time such as vacation, personal leave, sick leave, holidays, military leave, or any other paid time when the employee did not actually work.

**Section 3: Minimum Call Out:** When an employee is called out to work, he/she shall be guaranteed four (4) hours straight pay. When hours of work, at the appropriate pay rate, exceed four (4) hours straight pay, the employee will be paid for hours worked. The employee must remain to perform any additional work assigned during the four (4) hour period. This section shall not apply to the extension (before or after) of the scheduled work day.

**Section 4:** No employee shall be justified or warranted without valid reason to refuse to work

overtime on any day when the necessity for working such overtime arises because the job must be finished that day or because of an emergency that reasonably necessitates the working of such overtime. The Employer agrees, in so far as possible, to equally distribute overtime among the full-time employees.

**Section 5: Notification of Shift Change:** When the work shift schedules are to be changed, the employees concerned shall be notified as soon as possible of the contemplated change.

**Section 6: Shift Preference:** Shift preference will be granted on the basis of seniority within the classification, in accordance with current practice.

## ARTICLE IX

### WAGES

**Section 1: Wage Schedule:** Employees covered by this Agreement shall be paid in accordance with Schedules "A" attached hereto and made part of this Agreement.

Waste Water Treatment Plant Operators - The Shift Operator, or Shift Supervisor, shall be paid in the manner of one additional step, or 4%, above their regular rate of pay, while working as Shift Operator only.

Any operator who covers for the in-charge person shall be paid in the same manner.

**Section 2: Longevity Allowance:**

(a) Effective January 1, 1995, employees who have been in continuous service of the Board of Public Utilities for five (5) years shall be entitled to longevity allowance in the amount of four hundred twenty-five dollars (\$425.00) each year.

(b) Effective January 1, 1995, employees who have been in continuous service of the Board of Public Utilities for ten (10) years shall be entitled to a longevity allowance in the amount of five hundred and twenty-five dollars (\$525.00) each year.

(c) Effective January 1, 1995, employees who have been in continuous service of the Board of Public Utilities for fifteen (15) years shall be entitled to a longevity allowance in the amount of six hundred twenty-five dollars (\$625.00) each year.

(d) Effective January 1, 1995, employees who have been in continuous service of the Board of Public Utilities for twenty (20) years shall be entitled to a longevity allowance in the amount of seven hundred twenty-five dollars (\$725.00) each year.

(e) Effective January 1, 1995, employees who have been in continuous service of the Board of Public Utilities for twenty-five (25) years/over shall be entitled to a longevity allowance in the amount of eight hundred twenty-five dollars (\$825.00) each year.

**Section 3: Longevity Allowance:** Longevity will be paid in a single check on or about the second week of December. Longevity payments shall be increased over the life of the contract in accordance with the following table:

Second Year		
Years of Service		Longevity Amount
5		\$435.00
10		\$535.00
15		\$635.00
20		\$735.00
25		\$835.00
Third Year		
Years of Service		Longevity Amount
5		\$450.00
10		\$550.00
15		\$650.00
20		\$750.00
25		\$850.00
Fourth Year		
Years of Service		Longevity Amount
5		\$470.00
10		\$570.00
15		\$670.00
20		\$770.00
25		\$870.00

**Section 4: Step Increments:** Employees paid at a rate below the maximum for their classification shall be granted a step increase on the first pay period in July following the employee's first year anniversary date until the employees have reached their top step.

All increases shall be limited to two (2) in any one (1) year.

**Section 5: Promotions:** An employee promoted to a position having a higher salary schedule shall be entitled to be paid at minimum of the new schedule or one step above his current rate, whichever is higher. However, no employee shall be entitled to be paid more than maximum step of the grade to which promoted.

**Section 6: Demotions:** Employees reclassified to a job having a lower salary schedule than the job from which demoted shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower. In no event shall an employee be paid higher than the maximum of the salary range for the position to which assigned.

## ARTICLE X

### HOLIDAYS

#### **Section 1: Holidays Observed:**

(a) For the purpose of this Agreement, "holiday" means any of the following days:

New Years Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Day Before Christmas Day
Labor Day	Christmas Day
	Day Before New Year's Day

(b) If any of the holidays in (a) above fall on a Saturday, the preceding Friday (and not such Saturday) shall be observed as the holiday.

(c) If any of the holidays in (a) above fall on a Sunday, the following Monday (and not such Sunday) shall be observed as the holiday.

#### **Section 2: Eligibility:** An employee to be eligible for holiday pay under this Article must:

(a) Have completed three months of service.

(b) Have worked the full scheduled shift before the holiday and the full scheduled shift following the holiday unless he is on an approved absence. In no case shall holiday pay be given if an unauthorized absence occurs between the last day an employee works before the holiday and first day he works after the holiday.

#### **Section 3: Pay For the Unworked Holiday:** An eligible employee who does not work on a holiday shall be paid eight (8) hours pay at his regular rate of pay (holiday pay).

#### **Section 4: Pay For the Holiday Worked:** An employee who works one of the holidays listed above shall be paid double time or twice his regular rate of pay plus holiday pay. Near the end of each year, a list will be posted, and each employee will be permitted to choose seven (7) holidays off for the following year, and be paid holiday pay.

The only stipulation being that the Board of Public Utilities is able to maintain an employment of at least thirteen (13) employees. All holidays off are chosen by seniority and If an employee has no holiday left to choose, he may replace that holiday with a day off of his choice, with the approval of the Chief Operator or his assistant.

**Section 5: Failure to Work Holidays as Scheduled:** Employees who have been scheduled for holiday work assignments but fail to report and perform the scheduled or assigned work without reasonable cause shall not receive pay for the holiday. Employees who would normally be scheduled for the holiday work assignment will upon request be excused provided a suitable replacement is obtained. Provisions will have to be made by the Division Supervisor to make certain that proper staff is working during the above holidays.

**Section 6:** Holidays occurring during an employee scheduled vacation period shall not be charged against his vacation time.

## **ARTICLE XI**

### **VACATION**

**Section 1: Length of Vacation:**

(a) All regular full-time employees shall be granted vacation leaves as follows:

1. Employees shall not be granted vacation leave until they have completed one (1) year of service.
2. Employees shall be granted vacation leave depending on their scheduled work week as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 year	1 Work Week (56 hrs) or (40 hrs)
2 - 4 years	2 Work Weeks (112 hrs) or (80 hrs)
5 - 10 years	3 Work Weeks (168 hrs) or (120 hrs)
11 -15 years	4 Work Weeks & 1 Work Day (232 hrs) or (168 hrs)
16 -20 years	4 Work Weeks & 3 Work Days (248 hrs) or (184 hrs)
21 -25 years	5 Work Weeks (280 hrs) or (200 hrs)
26 years and over	5 Work Weeks & 2 Work Days (296 hrs) or (216 hrs)

One (1) work day is equal to one (1) average work day at the Wastewater Treatment Plant. One (1) work week is equal to the average work week and work day of the prior twelve (12) months of employment at the Wastewater Treatment Plant.

(b) An employee shall be entitled to only one of the vacations described in (a) above.

**Section 2: Vacation Pay:**

(a) Vacation pay shall be paid on regular pay day unless specifically requested.



### **Section 3: Scheduling of Vacation:**

(a) Employee's request for vacations shall be submitted no later than May 1st of each year. It is, hereby, agreed that all employees will recognize the importance of this May 1st deadline, and shall abide by this requirement. Employees failing to submit their vacation requests prior to May 1st, may be required to take their vacation after September.

Unless otherwise approved, vacations shall be limited to two weeks of vacation between May and September.

All vacation leave shall be scheduled with consideration given to seniority within the employee's job classification, making sure there is sufficient staff available to operate and maintain the plant, with the plant being the prime consideration.

(b) All employees who have completed five (5) or more years of continuous service shall be permitted to sell back to the Board of Public Utilities one (1) week (40 hours) of their allotted vacation at straight time.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

#### **Section 1: Sick Leave:**

(a) All full-time employees shall be entitled to sick leave with pay. Sick leave credit will accrue at the rate of one (1) day for each calendar month of service, plus three (3) days to be added at the end of the year. Probationary employees shall accumulate sick leave at the rate of one (1) day for each calendar month of service but will not be eligible to use sick leave until he has a permanent appointment.

(b) The sick leave herein provided for shall be cumulative which is hereby construed to mean accumulation for all unused sick leave for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred fifty (150) working days of sick leave with pay within any one calendar year. Every employee shall be entitled to take all accumulations of sick leave with pay as above provided not to exceed one hundred and twenty-two (122) working days, effective January 1, 1998, or one hundred and twenty-three (123) working days, effective January 1, 1999, or one hundred and twenty-four (124) working days effective January 1, 2000, or one hundred and twenty-five (125) working days effective January 1, 2001 at the time of his/her retirement from employment or death while employed, pursuant to the provisions of the Civil Service Law.

(c) Any employee taking time off on sick leave may take up to six (6) days or six (6) nights or any combination of days or nights not to exceed a total of six (6) days in one calendar year without furnishing a doctor's certificate. The employer may require employees who take more than the aforementioned six (6) days sick leave to furnish a physician's certificate if the employer perceives the employee is abusing sick leave. If the employee refuses to furnish said certificate and/or if the employee is abusing sick leave, the employee may be subject to discipline.

- 1) Employees after the seventh (7th) day of sick leave may receive a verbal warning.
- 2) Employees after the eighth (8th) day of sick leave may receive a written warning.
- 3) Employees after the ninth (9th) day of sick leave may receive a second written warning.
- 4) Employees after the tenth (10th) day of sick leave may receive three (3) days off without pay.
- 5) Employees after the eleventh (11th) day of sick leave may be discharged.

The foregoing notwithstanding, an employee suffering from a continuing illness or a chronic medical condition shall file a physician's certificate with the Division Supervisor after taking time off for sick leave for said illness or chronic condition as herein before provided. Such certificate shall state the nature of the illness or chronic condition and expected duration thereof. Thereafter such employee shall not be required to submit any further physician's certificate for the remainder of the calendar year for additional sick leave taken as a result of such illness or chronic condition except upon the request of the Division Supervisor.

**Section 2: Sick Leave Bonus:** As of December 31st of each year:

(a) A sick leave bonus of four hundred dollars (\$400.00) will be paid to any employee who has not used any sick leave during the previous twelve (12) months. Said four hundred dollars (\$400.00) shall be divided into quarterly eligibility payments. In the event no sick leave is used in any one quarter, the employee shall be eligible for one hundred dollars (\$100.00) for each quarter. In the event sick leave were to be used in any one quarter, the total amount of sick leave bonus would be reduced.

**Section 3: Personal Days:**

- (a) Effective January 1, 1992, each employee will receive three (3) personal days per year.
- (b) Personal Time earned must be taken at a minimum of two hours. Unused personal time accumulated at the end of the year shall be applied to employee's sick leave.

**Section 4: Funeral Leave:**

- (a) In the event of a death in the immediate family, a full-time employee shall be granted a paid leave of absence for a period not to exceed three (3) working days for the purpose of planning or attending the funeral. For the purpose of this agreement, the immediate family shall be defined to include: spouse, children, grandchildren, step-children, mother, father, step-mother, step-father, sister, brother, and any in-law.
- (b) A paid leave of absence for one (1) day shall be granted for the death of the employee's or spouse's grandparents, and the employee's or spouse's aunt and uncle.

One day of authorized unpaid leave of absence may be granted at the Chief Operator's discretion, to be used as funeral leave, not to be charged against sick leave bonus.

**Section 5: Extended Leave of Absence:** Reasonable leaves of absence without pay will be granted in the sole discretion of the employer for periods not to exceed one (1) year for education and three (3) months for other personal reasons. Request by the employee for such leaves must be made in writing at least thirty (30) days in advance of the anticipated starting date.

**Section 6: Union Business:** One member of the Union who is elected or designated to attend any function of the Local Union 106 International Brotherhood of Electrical Workers, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of a reasonable duration, and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled.

## ARTICLE XIII

### HEALTH CARE COVERAGE

**Section 1: Active Employees:** The Board of Public Utilities reserves the right to select insurance carriers and guarantees to provide equivalent group insurance benefits on an overall basis as is now in effect with the Board of Public Utilities and set forth in the Board of Public Utilities' insurance booklet (as revised January 1995) describing the following plans:

Medical Benefits Plan

Dental Benefits Plan

Vision Benefits Plan

Prescription Benefits Plan

With the addition of an allowance of up to \$75.00 per year to be paid toward an annual physical exam (the \$75.00 is to be paid at 100% and costs for the physical exam will not involve the deductible or major medical coverage).

Employee contributions to the costs of the insurance coverage shall be on a monthly basis as follows:

Single Plan	\$22.50 as of 4-1-96	\$25.00 as of 4-1-97
Family Plan	\$40.00 as of 4-1-96	\$45.00 as of 4-1-97
Single Plan	\$33.50 as of 5-1-03	
Family Plan	\$63.00 as of 5-1-03	

The Employer will offer employees the option of a premium conversion plan for the above mentioned contributions.

## **Section 2: Retirees:**

a. Effective January 1, 1998, the Employer agrees to provide basic health insurance benefits for qualifying retired hourly employees, as hereinafter defined, upon the following terms and conditions:

i. The benefits shall be identical to the basic health benefits provided for active hourly employees except that they shall not include any major medical or dental benefits and no new dependents may be enrolled in the plan after the Employee retires.

ii. The benefits will be provided for the Employee and/ or his or her dependents, at the time of retirement, until they reach the age of sixty-five (65) or until the age at which they become eligible for Medicare, whichever comes first. *(It is mutually understood that the age of sixty-five (65) is quoted above as the age of Medicare entitlement. Should the Federal government change the age of Medicare entitlement, i.e. for persons born after a certain date, then for affected persons, the contract shall be read as their standard date of Medicare entitlement or until the age at which they become eligible for Medicare whichever comes first.)*

iii. In order to qualify for benefits, the Employee must have reached the age of fifty-five prior to retirement and have at least twenty-five (25) years full-time service with the Employer on his or her retirement date. The Employer will make contributions towards basic health insurance benefits for Employees who are otherwise qualified, but have worked less than twenty-five years (25) years in accordance with the following schedule:

	Employer pays this percent of basic cost.
20 years service	75%
15 years service	50%
10 years service	25%

The difference between the Employer's contribution and the cost of benefits must be paid by the retired employee.

iv. Retired Employees and/or their dependents who become eligible for Medicare disability prior to the mandatory Medicare age, shall notify the Employer immediately. In such case, the Employer shall provide the Medicare supplemental coverage until age sixty-five (65) as provided for in the plan.

v. In order to be eligible for benefits, the Employee shall, when required by the Employer, and at the Employees' own expense, provide major medical coverage. Should the Retired Employee fail to provide this major medical coverage, then they shall forfeit all of their rights to the basic coverage as herein set forth. The Employee shall also keep continuous coverage. Any coverage dropped may not be resumed at a later date.

vi. In the event that a retired hourly employee dies and has a spouse under the age of sixty five (65) participating in the health care plan at the time of the employee's death, such spouse may continue to participate in the above mentioned plan provided such spouse continues to pay the premiums (as noted above). Such coverage shall continue until such time as said spouse shall remarry, die, or become eligible for Medicare.

vii. After reaching age sixty-five or becoming eligible for Medicare, the Employee may purchase Medicare supplemental coverage.

- b.** A qualified retired hourly employee shall be:
- i. Age 55 or older.
  - ii. Vested with at least ten (10) years of credit with the New York State and Local Retirement System.
  - iii. Leaves active service to retire. Employees who quit, are discharged, or leave employment for any other reason except to retire are not eligible except as provided in b. (iv).
  - iv. Items b. (i) and b. (iii) shall be waived for employees retiring under Social Security Disability, however, payments made shall be determined by the table under a.. (iii).

For employees with three (3) years service or more, the Board of Public Utilities will pay insurance premiums for a period of one year when an employee is out on lost time after sick leave, vacation, and personal leave is exhausted for an absence due to illness or injury.

## **ARTICLE XIV**

### **RETIREMENT**

#### **Section 1:**

The BPU participates in the New York State and Local Employees' Retirement System offering plan 75 I for Tier 1 & 2. Article 14 and Article 15 are given to employees joining the system after July 27, 1976. Employees in each tier receive the 41J rider.

(Note: As of October 1, 2000, Article 14 and Article 15 were amended to eliminate the 3% employee contribution on gross pay after ten years of service.)

Retirement Bonus - Effective January 1, 1994, employees desiring to retire may elect to give the Board of Public Utilities one (1) year advance notice of said retirement. Upon doing so, they will be eligible to receive an additional one thousand three hundred dollars (\$1,300.00) for the year advance notice. The purpose of this retirement bonus is to encourage employees to give the Board of Public Utilities prior notice so that replacements can be hired and trained during that period.

## ARTICLE XV

### GENERAL PROVISIONS

**Section 1: Jury Duty:** In the event an employee is summoned to appear or is subpoenaed to testify in court or to serve as a juror on jury duty in the Court of New York or of the United States of America, the Employer will pay to such employee during the period of actual jury duty the difference between the jury pay and such employee's regular pay. The employee must return to his scheduled work when not required to be on jury duty. The employee shall notify the Employer of call for jury duty as soon as he has been notified of such jury duty to enable the Employer to obtain a replacement.

**Section 2: Bulletin Board:** The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and the facilities of the Employer.

**Section 3: Labor-Management Committee:** In an effort to provide for more harmonious relations between the Board of Public Utilities and the Union, a management-employee relations committee will be established which will hold regular meetings to discuss and review matters of joint concern for the better of the Board of Public Utilities and the Union.

**Section 4: Indemnification:** In the event of any civil suit arising from the performance by any employee of any work or job related duty falling within the scope of the employees job description or work duties, the Board of Public Utilities shall provide the employee with legal counsel at the Board of Public Utilities expense and shall further indemnify the employee from any judgment or liability which may result to the employee as a result of such civil suit, provided however, the employee shall not be entitled to such indemnification in the event such civil suit determines that the employee acted outside the scope or authority of his work or job related duties. The selection of an attorney to represent the employee shall be the sole choice of the Board of Public Utilities and neither the employee nor the Union shall have any voice in such selection.

**Section 5: Compensatory Time:** Employees working overtime may, at their option, designate such overtime as compensatory time. Such time will be computed at time and a half of hours actually worked. Compensatory time may be accumulated to a maximum of forty (40) hours and used as time off.

The Employer may freely substitute cash in whole or in part for compensatory time off in any workweek or work period. Overtime payment in cash would not affect subsequent granting of compensatory time off in future workweeks or work periods.

**Section 6: Safety Glasses:** The Employer will provide standard prescription safety glasses for employees (single vision, bi-focals or tri-focals). Lenses may be glass or plastic and a selection of frames will be offered. Any "extras" on safety glasses would be at the employees own expense.

**Section 7: Health Care Changes:** It is the intent of this section that health care coverage be kept substantially identical and standard for Local # 459 and Local # 106 of the IBEW. It is mutually agreed and understood that changes made to the basic health care plan including any changes in the amounts that employees pay toward their health care coverage which may be made as a result of negotiations with Local # 459 of the IBEW will apply to Local # 106 of the IBEW as well and will be implemented at the same time. However, changes made to the monthly premium paid by the employees during negotiations (specifically those negotiations on or about the April 1, 2009 end of the current contract extension) with IBEW Local #459 will not apply to IBEW Local #106 until January 1, 2010. Should the Employer and Local # 459 of the IBEW be unable to reach a contract or should a contract be imposed for a year, it is understood that health care changes agreed upon in subsequent negotiations will apply to Local # 106 IBEW if and when a contract is agreed upon.

## **ARTICLE XVI**

### **SEPARABILITY**

In any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person or circumstance, shall for any reason be adjudged to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to the person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the intention of the parties that this Agreement would have been adopted by the parties had such invalid provision not been included.

## ARTICLE XVII

### TERMS OF AGREEMENT

**Section 1:** This Agreement shall become effective January 1, 2005 and shall terminate on December 31, 2009.

**Section 2:** The provision of this contract shall supersede the provisions heretofore made and provided by the Employer which are specifically covered herein. Matters which are not specifically covered herein and are the subject of provisions heretofore made and provided by the Employer shall continue in force and effect during the terms of this contract.

**Section 3:** Either party may on or before the one hundred and twentieth (120th) day prior to such termination date give notice to the other party by registered letter of its desire to negotiate with respect to the terms and conditions of a new agreement. Failure to give such notice shall continue this Agreement in effect for successive yearly periods unless notice is given at least one hundred and twenty (120) in advance of any anniversary date by registered mail by either party or its desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first above written.

CITY OF JAMESTOWN  
BOARD OF PUBLIC UTILITIES

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 106 I.B.E.W.

BY \_\_\_\_\_  
John Zabrodsky

BY \_\_\_\_\_  
Bruce Parment

BY \_\_\_\_\_  
Walter W. Haase

BY \_\_\_\_\_  
Ward T. Near